

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: August 28, 2007

Signature: 

Paul B. Stephens

Docket No.: 28349/37268  
(PATENT)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Patent Application of:  
Charles E. Jagger et al.

Application No.: 09/827,641

Filed: April 6, 2001

For: INTERFERENCE DETECTION,  
IDENTIFICATION, EXTRACTION AND  
REPORTING



Allowed: August 16, 2007

Confirmation No.: 9029

Art Unit: 2663

Examiner: D. W. Ferris

**COMMUNICATION UNDER 37 CFR 3.11**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

OFFICE OF PUBLIC RECORDS  
2007 AUG 31 AM 10:23  
FINANCE SECTION

On April 10, 2002, applicant's representatives filed two assignment recordation documents for this case. The first document (Ex. A) was an assignment recordation executed by two of the inventors, Messrs. Jagger and Willetts, demonstrating the assignment of any and all of their rights, title, and interest in the invention to ISCO International Inc. (ISCO). That document was not signed by the third inventor, Mr. Tobia. The second document (Ex. B) was an assignment recordation executed by the Lockheed Martin of Canada (LMC), who is the legal successor to Mr. Tobia's employer at the time of the invention. This second document demonstrated the assignment of any and all rights, title, and interests of LMC in the instant application to ISCO, where LMC owned the inventive works of Mr. Tobia. Thus, together the assignments establish sole ownership by ISCO.

Accordingly, the patent office has recorded the assignment of the invention to ISCO, the assignee.

In reviewing the file for preparation of payment of the issue fee, applicant's representatives noticed that the governing employment agreement between Mr. Tobia and his employer, LMC's predecessor corporation, Martin Marietta Canada Ltd. (MMCL) had not

been previously forwarded to the patent office. A copy of that employment agreement is attached herewith as Ex. C. Applicant files the agreement for completeness sake.

It is believed no further action is required in this regard. However, if the assignment branch would like to discuss, please feel free to contact the below-signed representative.

Dated: August 28, 2007

Respectfully submitted,

By 

Paul B. Stephens

Registration No.: 47,970

MARSHALL, GERSTEIN & BORUN LLP

233 S. Wacker Drive, Suite 6300

Sears Tower

Chicago, Illinois 60606-6357

(312) 474-6300

Attorney for Applicant


## PATENTS ONLY

Commissioner, United States Patent and Trademark Office  
 Box Assignment  
 Washington, D.C. 20231  
 Please record the attached original  
 document or copy thereof.

<p>1. Name of party or parties conveying an interest:</p> <p>Charles E. Jagger          Mark N. Willetts          Micolino Tobia</p>	<p>2. Name and address of party or parties receiving an interest:</p> <p>Name: ISCO INTERNATIONAL, INC.,          a Delaware corporation          Street Address: 451 Kingston Court          City: Mount Prospect          State: Illinois          Zip: 60056</p>
<p>3. Description of the interest conveyed:</p> <p><input checked="" type="checkbox"/> Assignment  <input type="checkbox"/> Merger  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Security Agreement          Execution Date: October 11, 2001; September 28, 2001</p>	<p>Other:</p>
<p>4. Application number(s) or patent number(s).          Additional sheet attached?          YES___ NO <u>X</u></p> <p>A. Patent Application no.(s): 09/827,641          Filed: April 6, 2001</p>	<p>If the document is being filed together with a new application, the execution date of the application is:</p> <p>B. Patent no.(s):</p>
<p>5. Name and address of party to whom correspondence concerning this cover sheet should be mailed:</p> <p>Name: Mark C. Zimmerman          Reg. No.44,006          MARSHALL, GERSTEIN &amp; BORUN          Street Address: 6300 Sears Tower          233 S. Wacker Drive          City: Chicago          State: Illinois          Zip: 60606-6357</p>	<p>6. Number of applications and/or patents identified on this cover sheet: 1</p> <p>7. Amount of fee enclosed or authorized to be charged: \$40.00</p> <p>8. <i>Any additional required fee may be charged, or any overpayment credited to our deposit account: 13-2855</i></p>

9. To the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.

Date: 4/10/2002

  
 Mark C. Zimmerman  
 Reg. No. 44,006

Total number of pages including cover sheet, attachments, and document: 3

# ASSIGNMENT

Serial No: 09/827,641  
Filed: April 6, 2001  
Title: "INTERFERENCE, DETECTION, IDENTIFICATION, EXTRACTION AND REPORTING"

For ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to ISCO INTERNATIONAL, INC., a Delaware corporation, 451 Kingston Court, Mount Prospect, Illinois 60056 (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on \_\_\_\_\_, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

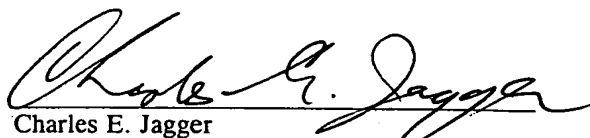
The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

MARSHALL, GERSTEIN & BORUN, 6300 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60606-6402

WITNESS our hands this 11<sup>th</sup> day of October, 2001.

Province of Ontario  
City of Toronto } ss

  
Charles E. Jagger

On this 11<sup>th</sup> day of October, 2001, before me, a Notary Public in and for the County and State aforesaid, appeared Charles E. Jagger, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

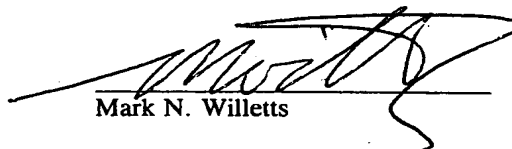
WITNESS my hand and seal the same day and year last above given.

My Commission Expires: N/A

  
Notary Public

WITNESS our hands this 28 day of September, 2001.

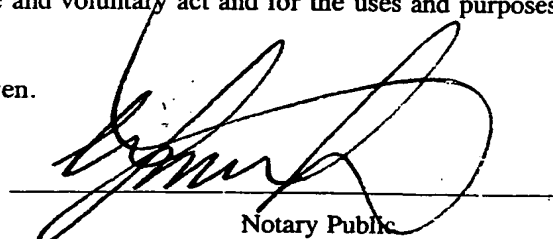
Province of Ontario  
City of Ottawa } ss

  
Mark N. Willetts

On this 28 day of September, 2001, before me, a Notary Public in and for the County and State aforesaid, appeared Mark N. Willetts, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: N/A

  
Notary Public

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Province of \_\_\_\_\_  
City of \_\_\_\_\_ } ss

\_\_\_\_\_  
Micolino Tobia

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me, a Notary Public in and for the County and State aforesaid, appeared Micolino Tobia, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: \_\_\_\_\_

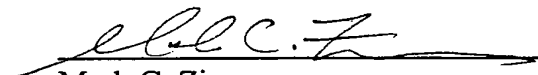
\_\_\_\_\_  
Notary Public

Commissioner, United States Patent and Trademark Office  
 Box Assignment  
 Washington, D.C. 20231  
 Please record the attached original  
 document or copy thereof.

<p>1. Name of party or parties conveying an interest:</p> <p>Lockheed Martin Canada Inc.</p>	<p>2. Name and address of party or parties receiving an interest:</p> <p>Name: ISCO International, Inc.,          a Delaware company          Street Address: 451 Kingston Court          City: Mt. Prospect          State: Illinois          Zip: 60056</p>
<p>3. Description of the interest conveyed:</p> <p><input checked="" type="checkbox"/> Assignment  <input type="checkbox"/> Merger  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Security Agreement          Execution Date: September 27, 2001</p>	<p>Other:</p>
<p>4. Application number(s) or patent number(s).          Additional sheet attached?          YES___ NO <u>X</u></p> <p>A. Patent Application no.(s): 09/827,641 Filed on April 6, 2001; 09/827,682 Filed on April 6, 2001</p>	<p>If the document is being filed together with a new application, the execution date of the application is:</p> <p>B. Patent no.(s):</p>
<p>5. Name and address of party to whom correspondence concerning this cover sheet should be mailed:</p> <p>Name: Mark C. Zimmerman          Reg. No.44,006          MARSHALL, GERSTEIN &amp; BORUN          Street Address: 6300 Sears Tower          233 S. Wacker Drive          City: Chicago          State: Illinois          Zip: 60606-6357</p>	<p>6. Number of applications and/or patents identified on this cover sheet: 2</p> <p>7. Amount of fee enclosed or authorized to be charged:</p> <p>\$80.00</p> <p>8. Any additional required fee may be charged, or any overpayment credited to our deposit account: 13-2855</p>

9. To the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.

Date: 4/10/2002

  
 Mark C. Zimmerman  
 Reg. No. 44,006

Total number of pages including cover sheet, attachments, and document: 3

## PATENT ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made and entered into as of the 26<sup>th</sup> day of Sept., 2001,

BY AND BETWEEN

LOCKHEED MARTIN CANADA INC. a company incorporated under the laws of Canada and having a place of business at 3001 Solandt Road, in the City of Katana, in the Province of Ontario, in the Country of Canada (hereinafter referred to as the "Assignor"); and

AND

ISCO INTERNATIONAL, INC., a company incorporated under the laws of Delaware and having a place of business at 451 Kingston Court, in the City of Mt. Prospect, in the State of Illinois, in the Country of the United State of America (hereinafter referred to as the "Assignee")

(Collectively referred to as the "Parties").

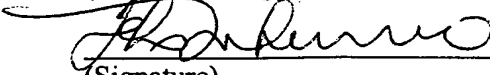
In consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each of them, the Parties hereto agree as follows:

1. The Assignor does hereby assign and transfer to the Assignee absolutely all of its rights, title and interest in, U.S. Patent Application Ser. No. 09/827,641 filed on April 6, 2001 and U.S. Patent Application Ser. No. 09/827,682 filed on April 6, 2001 (collectively referred to as the "Patent Applications"), and any patents resulting therefrom, and all continuations, continuations-in-part, divisionals, reissues, reexaminations, foreign patent applications, and foreign patents relating thereto.
2. The Assignee hereby agrees with the Assignor:
  - (i) that it accepts all the terms and conditions of the Patent Applications and that it shall abide by and perform any obligations to be performed by the Assignor under the Patent Applications; and
  - (ii) that it shall indemnify and save harmless the Assignor from any claim, action, damages, loss, cost or expense arising out of or in respect of the Patent Applications or the Assignee's performance or failure to perform such covenants and obligations.
3. This Agreement shall be governed by and construed in accordance with the laws of Delaware and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction. The courts of Delaware shall have non-exclusive jurisdiction in respect of any action for injunctive relief.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by its authorized representative on the dates noted below with effect to the date first set forth above.

Lockheed Martin Canada Inc.

(Name of Assignor)

  
(Signature)


Name: Felix Montanaro

Title: Vice President Legal Affairs and Contracts

Date: September 27<sup>th</sup>, 2001

ISCO International, Inc.

(Name of Assignee)

  
(Signature)

Name: Charles F. Willes

Title: Executive Vice President and  
Chief Financial Officer

Date: 10/10/01





MARTIN MARIETTA CANADA LTD.

PATENT AND CONFIDENTIAL INFORMATION  
AGREEMENTNick Tabia

Print Full Name

This AGREEMENT made between me, the above named person, and Martin Marietta Canada Ltd., a Canadian corporation hereinafter referred to as "MMCL" or "the Corporation", WITNESSETH:

MMCL has developed and uses technical and non-technical information vital to success of the Corporation's businesses. Generally, individuals become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through discoveries, inventions, improvements, studies, analyses, proposals, business plans (hereinafter referred to as "Information and Contributions") or otherwise. Therefore, it is necessary for MMCL to protect certain of this Information and Contributions of individuals thereto either by patents or other statutory means, or by holding it as proprietary and confidential.

In consideration of and as part of the terms of my engagement or continued engagement by MMCL and the compensation paid me during such engagement, I hereby agreed:

1. To disclose promptly and fully to MMCL all inventions, discoveries, and improvements whether patentable or not that have been or may be conceived or made by me solely or jointly with others during the period of engagement with the Corporation; (a) which are along the lines of or relate to the business, work, or investigations (including but not limited to products, processes, techniques, facilities, equipment, and devices) or MMCL or of any company with which it is affiliated at the time of such Information and Contributions; (b) which result from or arise out of any work that I may do for or on behalf of the Corporation; or (c) which result from or arise out of any proprietary or confidential information of others that may have been disclosed or otherwise made available to me as a result of duties assigned me by the Corporation. All of such inventions, discoveries, and improvement shall be the sole and exclusive property of MMCL, and I hereby assign to the Corporation all of my rights and interest herein.
2. To execute assignments to MMCL or its assigns, nominees, or successors of all my right, title, or interest in and to: (a) any and all discoveries, inventions, and improvements described in paragraph 1 above; (b) any and all patent applications therefor; (c) all priority rights acquired under the International Convention for Protection of Industrial



MARTIN MARIETTA CANADA LTD.

**PATENT AND CONFIDENTIAL INFORMATION  
AGREEMENT (CONT.)**

- Property by filing of such applications; and (d) all patents that may be granted therefor throughout the world. I further agree during and after my engagement to sign all lawful papers and otherwise assist without charge and in every lawful way the Corporation and its assigns, nominees, or successors at it's or their request to obtain and sustain such patents or its benefit in any and all countries.
3. Except as authorized by MMCL, I shall not at any time during or after my engagement directly or indirectly disclose to any other person or entity any confidential information of the Corporation, or of Martin Marietta Corporation, or of others (collectively referred to hereinafter as "Confidential Information"), which has come into the Corporation's or my possession in the course of my engagement with the Corporation. Nor shall I use any such confidential information for my personal use or advantage or make it available to others. All information regarding the Corporation's businesses, or Martin Marietta Corporation's businesses, in whatever form and not limited to text, drawings, and computer programs, is presumed to be confidential until it becomes public information lawfully and without breach of confidential obligation. Such information may concern existing and contemplated compositions, formulas, processes, products, machines manufacturing procedures, production techniques, research and development activities, discoveries, inventions, business plans and methods, marketing information, financial data, bid and proposal information, customers, and sources of supply.
  4. All records, documents and other writings (whether copyrightable or not) relating to or dealing with Confidential Information as defined above, and which are prepared or created by me or which may come into my possession during my engagement, are deemed to be the property of the Corporation. Upon termination of my engagement, I agree to leave all such records, documents, and writings and all copies thereof with MMCL.
  5. This agreement shall be binding upon my heirs, administrators, assigns, executors, or other legal representatives and shall be binding upon and inure to the benefit of MMCL, its assigns, nominees or successors. I agree that either during or after my engagement, MMCL may advise others of the existence of this Agreement and provisions of all or any part thereof.



MARTIN MARIETTA CANADA LTD.

PATENT AND CONFIDENTIAL INFORMATION  
AGREEMENT (CONT.)

6. Listed and briefly described below are all inventions not previously assigned to my former employers and which I conceived and made prior to my engagement by MMCL. Such listed inventions are not included under this Agreement. I agree to notify the Corporation promptly in writing if their actual or projected use comes to my attention.

MARTIN MARIETTA CANADA LTD.

Nick Zora  
Signature of Individual

July 20 1994  
Date

David Lee  
Signature of Witness

July 20, 1994  
Date

\* The term "Confidential" as used herein does not refer to official security classification, the Canadian Government, or the United States Government.